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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re: :
: **Chapter 11**
: **Case Nos. 00-41065 (SMB)**
RANDALL'S ISLAND FAMILY GOLF : **through 00-41196 (SMB)**
CENTERS, INC., et al, :
: **(Jointly Administered)**
Debtors. :
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STIPULATION AND ORDER APPROVING THE
ASSUMPTION AND ASSIGNMENT OF LEASE
DATED DECEMBER 31, 1996, WITH ALL
STATE ASSOCIATES OF WEST PALM, LLC

WHEREAS, on May 4, 2000 (the "Filing Date"), each of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. By order of this Court dated as of the Filing Date, the Debtors' chapter 11 cases are being jointly administered. Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors are continuing to operate their businesses and manage their properties as debtors-in-possession;

WHEREAS, on or about January 31, 1996, All State Associates OF West Palm, LLC, or its predecessor-in-interest ("All State"), as landlord, and Golden Bear Golf Center, Inc., n/k/a GBGC Family Golf Centers, Inc., one of the above-captioned debtors and debtors-in-possession ("Golden Bear"), as tenant, entered into a lease (the "Lease") with respect to certain

non-residential real property located in Lake Park, Florida (the “Leased Property”);

WHEREAS, on July 13, 2000, All State filed a motion seeking, among other relief, an order requiring the immediate assumption or rejection by Golden Bear of the Lease;

WHEREAS, on July 19, 2000, the Debtors filed a motion seeking, among other relief, an order authorizing and approving the assumption, sale and assignment of the Lease (the “Sale Motion”);

WHEREAS, on August 1, 2000, certain of the Debtors and Klak Golf, LLC (“Klak Golf”) entered into a Sale Agreement (the “Sale Agreement”), which, among other things, provided to Klak Golf the right to designate the assignee of the Lease (the “Designation Right”);

WHEREAS, on July 31 and August 14, 2000, hearings were held to consider approval of the Sale Motion, and on September 7, 2000, the Court entered an order approving the Sale Agreement;

WHEREAS, Klak Golf having exercised the Designation Right in accordance with the Sale Agreement and designated the Lease to be assumed and assigned to Klak Golf Prime, L.L.C., a Delaware limited liability company (the “Assignee” and together with Klak Golf, “Klak”), a wholly-owned entity of Klak Golf; and

WHEREAS, Golden Bear, All State and Klak have agreed to settle the issues relating to the sale and assignment of the Lease, including with respect to curing defaults and adequate assurances of future performance under the Lease, upon the terms set forth herein.

ACCORDINGLY, it is hereby stipulated and ordered that:

1. The Debtor is authorized to assume the Lease and assign the Lease to the Assignee.

2. All State consents to the assumption of the Lease by Golden Bear and assignment of the Lease to the Assignee.

3. All State agrees that the Assignee has provided adequate assurance of future performance under the Lease in accordance with section 365(b)(1) and 365(f)(2)(B) of the Bankruptcy Code.

4. In satisfaction of any and all claims which All State may have with respect to cure amounts due under the Lease, Golden Bear agrees to pay the following upon this Stipulated Order having been entered and become a final order:

- A. \$67,867.50 to All State, in payment for the cost of the entrance relocation; and
- B. all obligations relating to real property taxes and personal property taxes, if any, arising under the Lease accrued on or before October 5, 2000, including:
 - (i) Approximately \$78,841.61, in payment of all real property taxes due and payable for 1999, plus applicable penalties and interest;
 - (ii) Approximately \$69,349.49, in payment of all real property taxes due and payable for 2000, prorated through October 5, 2000;
 - (iii) All personal property taxes, if any, due and payable for 1999, plus applicable penalties and interest; and
 - (vi) all personal property taxes, if any, due and payable for

2000, prorated through October 5, 2000.

5. In connection with the assignment of the Lease to the Assignee, Klak agrees to pay:

- A. all obligations relating to real property taxes accrued on or after October 6, 2000 as they become due and payable under the Lease;
- B. all obligations relating to personal property taxes accrued on or after October 6, 2000, as they become due and payable under the Lease; and
- C. all future contingent payments referenced in the Lease.

6. Upon payment of the amounts specified in paragraphs 4, 5(A) and 5(B) above, All State waives and releases any and all claims they have, or in the future may have, against Debtors and/or their respective affiliates and Assignee relating to cure obligations under 11 U.S.C. Section 365.

7. All payments shall be made within 30 days after the date of entry of this Stipulation and Order by the United States Bankruptcy Court.

8. Except as specifically provided in this Stipulated Order, no provision in this Stipulated Order shall alter or limit in any manner the obligations of Klak or the Debtors arising under the Sale Agreement.

9. Upon entry of this Stipulated Order, Golden Bear is authorized to pay the amounts specified in paragraph 4 above.

10. The Bankruptcy Court shall retain jurisdiction to resolve any disputes between the parties arising with respect to this Stipulated Order.

11. This Stipulated Order may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

12. This Stipulated Order may not be amended or modified except by further order of this Court.

Dated: New York, New York
March 22, 2001

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By: /s/ Richard Chesley
Richard Chesley

SO ORDERED:

this ___ day of March, 2001

UNITED STATES BANKRUPTCY JUDGE